

EXHIBIT A
(Initial Letter Agreement)



Vanessa Brown
PG&E – Land Acquisition
245 Market St, San Francisco CA
94105
415-973-8030
Vfb3@pge.com

LETTER AGREEMENT

September 13, 2018

Tuscan Ridge Associates LLC
c/o Elmo West
6774 Woodland Drive
Paradise, CA 95969

RE: Temporary License for Use of Parcel of Land with APN 040-520-100 and 040-520-103
3100 Skyway Road, Chico CA

Dear Mr. West:

Public records indicate that Tuscan Ridge Associates LLC is the owner (“Owner”) of the parcel of land referenced above. Pacific Gas and Electric Company (“PG&E”) would like to memorialize its temporary use of the parcel (“Property”), commencing September 9, 2018, and expiring on the earlier of December 10, 2018, or the date PG&E has demobilized and vacated the License Area, as a support site in connection with PG&E’s Wildfire Risk Reduction efforts. Notwithstanding the foregoing, in the event PG&E’s Activities continue beyond December 10, 2018, with the consent of Owner, such use shall be on a month to month basis, terminable on 30 days’ advance written notice by either party.

This letter (“Letter Agreement”) sets forth the terms and conditions of PG&E’s temporary use of the “License Area” outlined in red on the attached drawing labeled “Exhibit A”. When countersigned by PG&E and returned to you, this Letter Agreement shall serve to memorialize your grant of a temporary license to PG&E. This Letter Agreement supersedes all previous oral and written agreements between and representations by or on behalf of the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This Letter Agreement may not be amended except by a written agreement executed by both parties.

PG&E will use the License Area in connection with its wildfire risk reduction operations in the area. PG&E and its employees, contractors, agents and representatives (“PG&E Representatives”) may enter the License Area for the sole purpose of establishing a staging area to support the command, control and coordination of wildfire risk reduction, which may include the staging of vehicles, the landing of helicopters, and the storing of equipment, supplies and materials used in connection with PG&E’s electric and gas utility operations and vegetation management (“PG&E’s Activities”).

During the term of this Letter Agreement, PG&E has the exclusive right to use the License Area, along with the right of ingress and egress thereto. PG&E further has the right to erect and maintain temporary fencing and gates with a locking device to enclose the License Area. PG&E shall remove such fencing and gates when PG&E has demobilized and vacated the License Area. The license granted hereunder will be irrevocable during the term of PG&E's Activities, except in the case of a material breach of the terms of this agreement.

In consideration for your willingness to grant a temporary license to PG&E to support the emergency response initiative, PG&E hereby offers to pay you the following:

Fifteen hundred dollars (\$1,500.00) per week as compensation for use of vehicle parking, one thousand dollars (\$1,000.00) per week for use of the "Club House," five hundred dollars (\$500.00) per week for use of the "Pro Shop," and two hundred fifty dollars (\$250.00) per week for tent staging, as designated on **Exhibit A** and collectively referred to as the License Area. These fees of \$3,250 per week (referred to herein as the "Rental Fee") shall be paid, at the option of PG&E, weekly in the amount of \$3,250/week or monthly on or before the 10th of every month during the term of this Letter Agreement (4.2 weeks per month for a total of \$13,650 per month). Owner shall also provide for PG&E's use of a generator, for which use PG&E shall pay fifteen dollars (\$15.00) per hour (the "**Generator Fee**"), inclusive of gas and maintenance. Primary generator use shall be via the Generac generator located at the Property with back up emergency and well pumping provided via the Eliot generator. Owner shall measure use of the generators via weekly meter readings. The Generator Fee shall be payable weekly, within ten (10) days following receipt from Owner of the weekly generator readings. The final payment fee for all of PG&E's Activities is due and payable 30 days after PG&E demobilizes and vacates the License Area.

In exercising the rights granted under this Letter Agreement, PG&E shall comply with all laws, ordinances, and regulations pertaining to its use of the License Area, and shall, at its expense, secure and maintain any required governmental permits. PG&E agrees to indemnify and hold you harmless against any losses, costs, damages, expenses or liabilities connected with or resulting from the injury to or death of any person, or damage to or loss or destruction of any property arising out of PG&E's negligent acts or omissions under this Letter Agreement.

PG&E shall, at its sole cost and expense, maintain and restore the License Area, including any areas of ingress and egress, in as good of condition as it was prior to PG&E's use of the area. All existing improvements located on the Property are to be protected in place, unless otherwise agreed to by you, PG&E shall make no alteration, improvements, borings, installations or fixtures to the Property without prior written consent by you. Any damage to the Property or License Area caused by PG&E's Activities shall be promptly repaired by PG&E at its sole cost and expense.

PG&E shall have the right to self-insure with respect to the insurance requirements required under this Letter Agreement. PG&E's self-insurance program is in full force and effect and in compliance with and subject to all the terms, agreements, covenants, conditions and provisions of this Letter Agreement.

If the terms and conditions of this Letter Agreement are acceptable to you, please acknowledge your agreement by signing this letter. Please return a copy to vfb3@pge.com. A fully-executed copy of this Letter Agreement will be provided to you for your records.

If you have any questions regarding this Letter Agreement, please contact me at **415-973-8030**. Thank you for your willingness to work with PG&E during the Wildfire Risk Reduction efforts. Your support is truly making a difference in the community.

Sincerely,


Vanessa Brown

I/we hereby accept the foregoing terms and conditions of this Letter Agreement, and acknowledge that I/we am/are duly authorized to execute this Letter Agreement:

PROPERTY OWNER

By: Elmo West
Elmo West, signing on behalf of Tuscan Ridge Associates LLC

Date: 9/13/18

PACIFIC GAS AND ELECTRIC COMPANY

By: Emad Gholami
Emad Gholami, Pacific Gas and Electric

Date: 09/14/2018

EXHIBIT A

Tuscan Ridge, 3100 Skyway Road, Chico CA



- Vehicle Parking, approximately
- Pro Shop, approximately
- Club House, approximately
- Tent Space, approximately

Contact: Mo West, 530-520-4529

AMENDMENT TO LETTER AGREEMENT

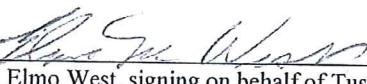
This is an Amendment to that certain Letter Agreement dated September 13, 2018 between PACIFIC GAS AND ELECTRIC COMPANY (“PG&E”) and TUSCAN RIDGE ASSOCIATES LLC (“Owner”) regarding property in the County of Butte, State of California, identified as Assessor’s Parcel Numbers 040-520-100 and 103 at 3100 Skyway Road, Chico, CA (“the Premises”).

PG&E and Owner agree to the following changes and/or additions to the Letter Agreement.

- 1. Temporary Use Area:** The use area is hereby modified to include additional space in the “Pro Shop”. Two additional offices will be utilized. Additionally, the use area is hereby modified to include the area outlined in purple on the map attached hereto and made a part hereof as Exhibit A. This area will be utilized for storage of cleared brush and wood. This area consists of approximately four acres and is in addition to the original use area identified in the original Letter Agreement. Prior to termination of the Letter Agreement, PG&E shall restore this area to as good of a condition as it was prior to PG&E's use of the area, including removal of all brush and wood stored in this area by PG&E.
- 2. Dust Control and Fire Hazard Mitigation:** Tuscan Ridge will utilize their own water truck service for dust control and fire hazard mitigation. The truck will operate on a 10 hours per day schedule, six days per week.
- 3. Additional Consideration:** Consideration for the additional office use area shall be an additional Two Hundred Fifty Dollars (\$250.00) per week for the “Pro Shop”. Consideration for the wood storage area shall be One Thousand Five Hundred Dollars (\$1,500.00) per week. Consideration for the Dust Control and Fire Hazard Mitigation service shall be Seven Thousand Three Hundred Twenty Dollars (\$7,320.00) per week. This additional compensation shall be retroactive to October 1, 2018. The Owner will invoice PG&E for these fees and payment will be processed upon acceptance of this Amendment by Owner’s signature below.

In all other respects, the terms of the Letter Agreement shall remain in effect.

OWNER


By: Elmo West, signing on behalf of Tuscan Ridge Associates LLC

10/16/18
Date

Pacific, Gas and Electric Company


Emad Gholami, Pacific Gas and Electric

10/16/2018
Date

EXHIBIT A

Butte County Assessor's Parcel Number 040-520-100
3100 Skyway Road, Chico, CA



Additional Wood Storage Area

